



OFFICE OF THE SHERIFF

COUNTY OF LOS ANGELES

HALL OF JUSTICE

JIM McDONNELL, SHERIFF

211 WEST TEMPLE STREET, LOS ANGELES, CALIFORNIA 90012

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ADOPTED

BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

May 17, 2016

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
Los Angeles, California 90012

51 May 17, 2016

LORI GLASGOW
EXECUTIVE OFFICER

Dear Supervisors:

SUPPLEMENTAL LAW ENFORCEMENT SERVICES AGREEMENT FOR DNA CRIME LAB SERVICES BETWEEN THE COUNTY OF LOS ANGELES AND CITY OF SANTA MONICA (THIRD DISTRICT) (3 VOTES)

SUBJECT

The Los Angeles County (County) Sheriff's Department (Department) seeks approval of a Supplemental Law Enforcement Services Agreement for DNA Crime Lab Services (Agreement) with the City of Santa Monica (City) for the performance of DNA testing, analysis, and forensic-related consulting for the City.

IT IS RECOMMENDED THAT THE BOARD:

1. Approve and instruct the Chair to sign the attached Agreement with the City to provide the services of one full-time equivalent senior criminalist to perform DNA testing, analysis, and forensic-related consulting for the City, effective July 1, 2016 through June 30, 2021. The annual cost of services for Fiscal Year (FY) 2016-17 is \$170,792, which is fully funded by the City.
2. Delegate authority to the Sheriff to execute amendments to the Agreement to increase or decrease service levels, and thereby increase or decrease annual costs; modify the annual billing rates, as determined by the Auditor-Controller; and make immaterial or clerical changes to the Agreement with the concurrence of County Counsel.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of the Agreement is to provide the City with the services of one full-time equivalent senior criminalist from the Department to perform DNA testing, analysis, and forensic-related consulting as requested by the City, effective July 1, 2016 through June 30, 2021. The City's current

agreement with the County for this position expires on June 30, 2016. This Agreement will not result in the creation of an additional senior criminalist position, as the position was created during the previous agreement.

Implementation of Strategic Plan Goals

This Agreement supports the County's Strategic Plan, Goal 1, Operational Effectiveness/Fiscal Sustainability. This Agreement will provide revenue reimbursement to the Department for services rendered.

FISCAL IMPACT/FINANCING

There is no net County cost to this Agreement. The City shall pay the Department for services according to the appropriate and prevailing billing rates as determined by the Auditor-Controller for the FY 2016-17. The City is aware rates will change at the beginning of every fiscal year hereafter as determined by the Auditor-Controller.

Based on current projections, the City will offset the annual cost for services in the amount of \$170,792 for one senior criminalist for FY 2016-17.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The Santa Monica Police Department (SMPD) desires to retain the services of a senior criminalist to enhance the successful prosecution of criminal cases requiring DNA Forensics. The City has contracted for this service since November 5, 2014. The current agreement expires on June 30, 2016.

The Agreement provides for mutual indemnification. Either party may terminate the Agreement with 60 calendar days advance written notice. Notwithstanding, the Sheriff may cancel the provision of services under the Agreement if the Sheriff concludes that he has insufficient available personnel to provide the services required by the Agreement and to perform his duties as required by law.

The Department will assign one full-time equivalent DNA trained/crime scene field trained senior criminalist, with requisite supplies and equipment, to complete all aspects of SMPD's DNA cases. The senior criminalist will provide training and consultation to the City related to forensic DNA testing. The senior criminalist will also provide crime scene field services on an on-call basis. The Department will provide the senior criminalist with a computer and remote computer access into the Department's network.

The attached Agreement has been approved as to form by County Counsel.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

The Department provides DNA testing for all the cities and the unincorporated areas within County, with the exception of the City of Los Angeles. This Agreement will have no negative impact on the services provided by the Department and will ultimately reduce the burden on the Department's Scientific Services Bureau's DNA caseload. This Agreement will improve the quality of DNA crime lab services to all of the incorporated cities and the unincorporated areas of the County by enhancing the timeliness for DNA case processing. The County currently offers this service to all of the incorporated cities as a County-wide service without directly recovering cost.

CONCLUSION

Upon Board approval, it is requested that the Executive Officer-Clerk of the Board return the adopted Board letter and three originally executed Agreements to the Department's Contract Law Enforcement Bureau.

Sincerely,

A handwritten signature in black ink, appearing to read "Jim McDonnell". The signature is stylized with a large, looping initial "J" and "M".

JIM McDONNELL

Sheriff

JM:RTM:jal

Enclosures

**SUPPLEMENTAL LAW ENFORCEMENT SERVICES AGREEMENT
FOR DNA CRIME LAB SERVICES
BY AND BETWEEN
COUNTY OF LOS ANGELES
AND CITY OF SANTA MONICA**

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**SUPPLEMENTAL LAW ENFORCEMENT SERVICES AGREEMENT FOR DNA
CRIME LAB SERVICES
BY AND BETWEEN
COUNTY OF LOS ANGELES
AND CITY OF SANTA MONICA**

This Supplemental Law Enforcement Services Agreement (“Agreement”) is made and entered into this 6 day of May, 2016 by and between the County of Los Angeles (“County”) and the City of Santa Monica (“City”) for the performance of DNA Crime Lab Services by the Los Angeles County Sheriff’s Department (“Sheriff’s Department”).

RECITALS

- (a) Whereas, the City is desirous of contracting with the County for the performance of DNA Crime Lab Services by the Sheriff’s Department; and
- (b) Whereas, the City agrees to fund the services of one (1) full-time equivalent Senior Criminalist position to assist the City with forensic DNA analysis and testing and Combined DNA Index System (CODIS) submission and evaluation; and
- (c) Whereas, the County is agreeable to rendering such services on the terms and conditions set forth herein; and
- (d) Whereas, this Agreement is authorized by Section 56-1/2 and 56-3/4 of the Charter of the County of Los Angeles and Section 51301 of the California Government Code.

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NOW, THEREFORE, in consideration of the promises and mutual covenants contained herein and for good and valuable consideration, the parties mutually agree as follows:

1.0 AGREEMENT SERVICES

- 1.1 The County agrees to provide DNA Crime Lab Services to the City to the extent

and in the manner set forth in this Agreement, including Exhibit A, Statement of Work, and Exhibit B, Los Angeles County Sheriff's Department Deployment of Personnel Form SH-AD 575, which are attached hereto and incorporated herein by this reference. The parties specifically acknowledge and agree to comply with the terms set forth in Exhibit A, Statement of Work, to this Agreement, including the responsibilities of their respective law enforcement agencies expressly set forth in Exhibit A, Statement of Work.

- 1.2 Except as otherwise hereinafter specifically set forth in this Agreement, such services shall only encompass duties and functions of the type coming within the jurisdiction of and customarily rendered by the Sheriff's Department under the Charter of said County and statutes of the State of California.

2.0 ADMINISTRATION OF PERSONNEL

- 2.1 The rendition of the services performed by the Sheriff's Department, the standards of performance, the discipline of officers, and other matters incident to the performance of such services and the control of personnel so employed shall remain with the County.
- 2.2 In the event of a dispute between the parties to this Agreement as to the extent of the duties and functions to be rendered hereunder, or the minimum level or manner of performance of such service, the City shall be consulted and a mutual determination thereof shall be made by both the Sheriff's Department and the City.
- 2.3 The Sheriff's Department, in an unresolved dispute, shall have final and conclusive determination as between the parties hereto.

3.0 DEPLOYMENT OF PERSONNEL

- 3.1 Services performed hereunder and requested by the City, through its police department, shall be indicated in the attached Exhibit A, Statement of Work, and Exhibit B, Los Angeles County Sheriff's Department Deployment of Personnel Form SH-AD 575. To the extent of the terms of any exhibit to this base document may conflict with the base document, the terms of this base document

shall prevail.

- 3.2 For the purpose of performing the said function, County shall furnish and supply all necessary labor, supervision, and supplies necessary to maintain the agreed level of service to be rendered hereunder.
- 3.3 Notwithstanding the foregoing, the City may provide additional resources for the County to utilize in the performance of the services with the approval of the Sheriff.
- 3.4 The City shall not assume any liability for the direct payment of any salaries, wages, retirement benefits, workers' compensation insurance, or other compensation to any County personnel performing services hereunder for the City.
- 3.5 Except as herein otherwise specified, the City shall not be liable for compensation or indemnity to any County employee or agent of the County for injury or sickness arising out of his/her performance under this Agreement, unless such injury or sickness is proximately caused by acts or omissions of the City, its officers, agents or employees.

4.0 BILLING RATES

- 4.1 For and in consideration of the rendition of the services to be performed by the County for the City under this Agreement, the City shall pay the County for said services according to the appropriate and prevailing billing rates set forth on the attached Exhibit B, Los Angeles County Sheriff's Department Deployment of Personnel Form SH-AD 575, as determined by the County's Auditor-Controller.
- 4.2 The applicable rate includes workers' compensation costs and administrative overhead costs that are directly related to the provision of said services.
- 4.3 The aforementioned rates, as determined by the County's Auditor-Controller, shall be adjusted annually to reflect changes in salary, workers' compensation, and administrative overhead costs, as may adopted by the Los Angeles County Board of Supervisors.
- 4.5 Annual rate adjustments shall be made by the County's Auditor-Controller in

accordance with the policies and procedures for the determination of such rate as adopted by the Los Angeles County Board of Supervisors.

- 4.6 The City shall authorize and execute an annual Los Angeles County Sheriff's Department Deployment of Personnel Form, SH-AD 575, by July 1st of every year hereinafter authorizing services to be performed at the current prevailing rates established throughout the term of this Agreement. The revised form shall be attached to this Agreement as an Amendment to this Agreement pursuant to Section 9.0, Amendments, of this Agreement.

5.0 PAYMENT PROCEDURES

- 5.1 The County, through the Sheriff's Department, shall render to the City a summarized monthly invoice which details all services performed under this Agreement, and the City shall pay the County within sixty (60) calendar days after date of said invoice.
- 5.2 Payment for said services shall be made by check or money order payable as directed on the monthly invoice.
- 5.3 If such payment is not delivered to the County office which is described on said invoice within sixty (60) calendar days after the date of the invoice, the County is entitled to recover interest thereon. For all disputed amounts, the City shall provide County with written notice of the dispute including the invoice date, amount and reasons for dispute within (10) calendar days after receipt of the invoice. The parties shall memorialize the resolution of the dispute in writing. For any disputed amounts, interest shall accrue if payment is not received within (60) calendar days after the dispute resolution is memorialized.
- 5.4 Said interest shall be at the rate of ten percent (10%) per annum or any portion thereof calculated from the last day of the month in which the services were performed. After ninety (90) calendar days, invoices deemed uncollectible shall be forwarded to the Referral Section of the Los Angeles County Department of Collections for appropriate action.
- 5.5 Notwithstanding the provisions of Government Code Section 907, if such

payment is not delivered to the County office which is described on said invoice within sixty (60) calendar days after the date of the invoice, the County may satisfy such indebtedness, including interest thereon, from any funds of the City on deposit with the County without giving further notice to City of County's intention to do so.

6.0 INDEMNIFICATION

- 6.1 City shall indemnify, defend, and hold harmless the County, its Special Districts, elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with the City's acts and/or omissions arising from and/or relating to this Agreement.
- 6.2 County shall indemnify, defend, and hold harmless the City, its Special Districts, elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with the County's acts and/or omissions arising from and/or relating to this Agreement.

7.0 TERM OF AGREEMENT

- 7.1 The term of this Agreement shall commence July 1, 2016 and shall terminate on June 30, 2021, unless sooner terminated or extended as provided herein.
- 7.2 This Agreement will be funded by the City on a fiscal year basis.

8.0 RIGHT OF TERMINATION

- 8.1 The County or the City may terminate this Agreement upon sixty (60) calendar days advance written notice to the other party.
- 8.2 Notwithstanding any other provision of this Agreement, the Sheriff may forthwith cancel the provision of services under this Agreement if he concludes that he has insufficient available personnel to provide the services required by this Agreement and to perform his other duties as required by law.

8.3 In the event of such a circumstance, the Sheriff will provide at least ten (10) calendar days notice of his inability unless circumstances preclude him, as a practical matter, from giving at least ten (10) calendar days notice, in which event the Sheriff shall provide such notice of less than ten (10) calendar days as is feasible and practical under the circumstances.

9.0 AMENDMENTS

All changes, modifications, or amendments to this Agreement must be in the form of a written Amendment duly executed by authorized personnel of the County and the City.

10.0 ASSIGNMENT, DELEGATION, AND SUBCONTRACTING

A party shall not assign its rights and/or subcontract, or otherwise delegate, its duties under this Agreement, either in whole or in part, without the prior written consent of the other party, and any attempted assignment or delegation without such consent shall be null and void.

11.0 AUTHORIZATION WARRANTY

The City represents and warrants that the person executing this Agreement for the City is an authorized agent who has actual authority to bind the City to each and every term, condition, and obligation of this Agreement and that all requirements of the City have been fulfilled to provide such actual authority.

12.0 GOVERNING LAW, JURISDICTION, AND VENUE

This Agreement shall be governed by, and construed in accordance with, the laws of the State of California. The parties agree and consent to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Agreement and further agree and consent that venue of any action brought hereunder shall be exclusively in the County of Los Angeles.

13.0 NOTICES

13.1 Unless otherwise specified herein, all notices or demands required or permitted to be given or made under this Agreement shall be in writing and shall be hand delivered with signed receipt or mailed by first class registered or certified mail, postage prepaid, addressed to the parties at the following addresses and to the

attention of the person named. Addresses and persons to be notified may be changed by either party by giving ten (10) calendar days prior written notice thereof to the other party.

13.2 Notices to the County shall be addressed as follows:

Los Angeles County Sheriff's Department
Contract Law Enforcement Bureau
211 W. Temple Street, 7th Floor
Los Angeles, California 90012

13.3 Notices to the City shall be addressed as follows:

Santa Monica Police Department
Attn: Chief Jacqueline Seabrooks
333 Olympic Drive
Santa Monica, California 90401
(310) 458-8401

14.0 VALIDITY

If any provision of this Agreement or the application thereof to any person or circumstance is held invalid, the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby.

15.0 WAIVER

No waiver by the parties of any breach of any provision of this Agreement shall constitute a waiver of any other breach or of such provision. Failure of the parties to enforce at any time, or from time to time, any provision of this Agreement shall not be construed as a waiver thereof.

16.0 ENTIRE AGREEMENT

This Agreement, including Exhibit A and Exhibit B, and any executed Amendments hereto or thereto, constitute the complete and exclusive statement of understanding of the parties which supersedes all previous agreements, written or oral, and all communications between the parties relating to the subject matter of this Agreement. No change to this Agreement shall be valid unless prepared pursuant to Section 9.0, Amendments, of this

Agreement and signed by both parties.

**SUPPLEMENTAL LAW ENFORCEMENT SERVICES AGREEMENT
FOR DNA CRIME LAB SERVICES
BY AND BETWEEN
COUNTY OF LOS ANGELES
AND CITY OF SANTA MONICA**

IN WITNESS WHEREOF, the Los Angeles County Board of Supervisors has caused this Agreement to be executed by its Chair and attested by the Executive Officer thereof, and the City has caused this Agreement to be executed on its behalf by its authorized officer.



COUNTY OF LOS ANGELES

By Hilda F. Solis

HILDA SOLIS
Chair, County of Los Angeles

I hereby certify that pursuant to Section 25103 of the Government Code delivery of this document has been made

ATTEST:
LORI GLASGOW
Executive Officer - Clerk
of the Board of Supervisors

LORI GLASGOW
Executive Officer
Clerk of the Board of Supervisors

By Lachelle Smitheman
Deputy

MAY 17 2016

By Lachelle Smitheman

CITY OF SANTA MONICA, a Municipal Corporation

Deputy
MAY 17 2016

By Rick Cole

RICK COLE
City Manager, City of Santa Monica

ATTEST:

APPROVED AS TO FORM

By Denise Anderson-Warren
DENISE ANDERSON-WARREN
City Clerk, City of Santa Monica

By Marsha Jones Moutrie
MARSHA JONES MOUTRIE
City Attorney, City of Santa Monica

APPROVED AS TO FORM:
COUNTY COUNSEL

By Machelya
Principal Deputy County Counsel

ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

51

MAY 17 2016

Lori Glasgow
LORI GLASGOW
EXECUTIVE OFFICER

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**EXHIBIT A
STATEMENT OF WORK**

1.0 SCOPE OF WORK

The County, through the Sheriff's Department, will provide the services of one (1) full-time equivalent Senior Criminalist position to the City of Santa Monica, through its Santa Monica Police Department, for the provision of forensic DNA testing and analysis and forensic-related consulting.

2.0 SHERIFF'S DEPARTMENT RESPONSIBILITIES

The Sheriff's Department duties and responsibilities for the term of the Agreement are as follows:

- 2.1 Assigning one (1) full-time equivalent DNA trained/crime scene field trained Senior Criminalist, with requisite supplies and equipment to complete all aspects of the Santa Monica Police Department DNA cases. All Senior Criminalists examining evidence under the Agreement are required to meet all minimum requirements for education, training, experience, and proficiency testing as required by an approved accrediting agency. The Senior Criminalist will be assigned solely to the Santa Monica Police Department.
- 2.2 Completing cases and the number and the types of case samples based on the priorities set by the Santa Monica Police Department, including persons and property crimes.
- 2.3 Providing direction and training, as necessary, to the Santa Monica Police Department in areas relating to sample collection, crime scene investigation, case sampling testing, policy, and any other type of information requirements or consultation related to forensic DNA testing.
- 2.4 Providing, when available and necessary, trained project personnel to respond to crime scenes for consultation and crime scene documentation and collection.
- 2.5 Providing crime scene field response services on an on-call basis. When unavailable, provide an alternate trained Senior Criminalist to respond in place of the one (1) full-time equivalent DNA trained/Crime Scene Field trained Senior Criminalist under the scope of the Agreement.
- 2.6 Providing direction and re-evaluation of evidence on major crimes, such as cold case homicide, rapes, and missing person's cases.
- 2.7 Providing a Project Supervisor, who shall act as a central point of contact with Santa Monica Police Department. The Project Supervisor and/or alternate shall

have full authority to act for the Sheriff's Department on all matters relating to the daily operation of the Agreement. The Project Supervisor for the Sheriff's Department for all matters relating to the performance of the Agreement shall be the Captain of the Scientific Services Bureau (or his/her designee).

- 2.8 Providing the assigned Senior Criminalist with a computer and remote computer access into the Sheriff's Department Network from the Santa Monica Police Department.
- 2.9 Maintaining records of the County's time pertaining to the project, and records of accounts between the City of Santa Monica and the County, in accordance with generally recognized accounting principles. The County will also maintain all other records, including without limitations specifications, drawings, progress reports and the like, relating to the project. All records will be available to the City of Santa Monica during normal working hours. The County will maintain these records for three (3) years after the final payment by the City of Santa Monica.

3.0 SANTA MONICA POLICE DEPARTMENT RESPONSIBILITIES

The Santa Monica Police Department duties and responsibilities for the term of the Agreement are as follows:

- 3.1 Providing funding for one (1) full-time equivalent DNA trained/Crime Scene Field trained Senior Criminalist. The funding shall provide the service to fulfill required practices to be completed by the assigned Sheriff's Department personnel, which include but not limited to courtroom testimony, reagent preparation, analyst proficiency testing, and crime scene field response (on-call response), as well as providing direction and training as necessary to the Santa Monica Police Department in areas relating to sample collection, crime scene investigation, case sampling testing, policy and any other type of information requirements or consultation related to forensic DNA testing.
- 3.2 Providing and maintaining the priority list of cases and samples that will be analyzed under the scope of the Agreement. The priority must be clearly communicated to the assigned Senior Criminalist and/or the Project Supervisor.
- 3.3 Providing a Project Manager, who shall act as a central point of contact with the Sheriff's Department. The Project Manager, Captain, and/or their designee shall have full authority to act for the Santa Monica Police Department on all matters relating to the daily operation of the Agreement. The Criminal Investigations Division Captain is hereby designated as the contact officer for all matters relating to the Sheriff's Department's performance of the Agreement. The Sheriff's

Department shall not take direction from any City of Santa Monica employee or official other than the contact officer (or his/her designee).

- 3.4 Provide assigned desk space in the Santa Monica Police Department Forensic Unit for the assigned Senior Criminalist.
- 3.5 Provide the assigned Senior Criminalist authority to transport property and evidence to and from Los Angeles County Scientific Services Bureau Property and Evidence Section and Santa Monica Police Department Property Unit.

4.0 MATERIALS AND EQUIPMENT

The purchase of all materials and equipment to provide the required services will be provided by the Sheriff's Department. If cost of the materials and equipment to provide services does not meet the Sheriff's Department's current criteria for testing and approval causes the Sheriff's Department's total cost under the Agreement to exceed the annual billing rates, the Santa Monica Police Department, at its option, may provide additional funding for the purchase of materials and supplies used during the testing of its cases and samples. The ownership of Santa Monica Police Department funded material and supplies shall be mutually agreed upon between the City and County per section 9.0 (Amendments) of the Law Enforcement Services Agreement amend or by separate agreement.

5.0 OVERTIME

The Santa Monica Police Department shall provide, when available and necessary, funding for optional overtime for on-call crime scene field services as described in Section 2.5 of this agreement and other requirements for the assigned DNA Senior Criminalist or other Sheriff's Department personnel as determined by the Santa Monica Police Department. Prior to performing any overtime work, the Santa Monica Police Department shall provide written authorization (memorandum, fax, or email) for the time expenditure. If the overtime work exceeds the Sheriff's Department estimate, the Santa Monica Police Department Project Manager or assigned designee must be notified and approve the excess cost.

6.0 QUALITY ASSURANCE

The Sheriff's Department has established and utilizes a comprehensive Quality Assurance Program that is appropriate to the testing activities to assure a consistently high level work product. The Santa Monica Police Department may observe performance and activities, and review documents relevant to this agreement at any time during normal business hours. However, the Santa Monica Police Department may not unreasonably interfere with the Sheriff's Department's performance nor be able to modify or alter established testing or quality assurance procedures.